

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B.1 GENERAL**

This is an Indefinite Delivery Indefinite Quantity contract. The parties agree to the unit prices provided below for the base year and all option years. The contract consists of a one year base period, and two (2) additional option years. All orders for supplies under this contract and detailed in the below Scope of Work shall be purchased by Delivery Order (DO).

**B.2 PRICES**

CLIN	Description	Unit of Issue	Unit Price	Estimated Quantity*	Estimated Extended Price
0001	Standard FAA Operational Workstation	EA	\$	25	\$
0001A	CLIN 0001 with 5 year Warranty	EA	\$	25	\$
0001B	CLIN 0001 with 10 year Warranty	EA	\$	25	\$
0002	Delivery Requirements**	Lot	\$ As quoted on DO	N/A	N/A
	<b>Total Estimated Price</b>				\$

\* In accordance with clause 3.2.4-20 Indefinite Quantity of this contract, the listed quantities are estimates for evaluation purposes only. The listed quantities are not purchased by this contract and delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause (3.2.4-16)

\*\* Freight, delivery and installation costs are unique to each delivery and will be quoted at cost (contractor not authorized to include a mark up) and agreed upon on the individual Delivery Order and authorized under this CLIN 0002.

**B.2.1 Facility Layout and Design**

The prices listed in B.2 above shall be inclusive of all facility layout and design engineering work necessary to meet the requirements of each Delivery Order issued under this contract.

**B.2.2 Price Limits**

Total ceiling price for the duration of the contract shall not exceed the cost of 84 total workstations (CLIN 0001) or \$1,450,000.00, whichever amount represents a higher dollar value. The minimum order for the duration of the contract shall be for one (1) workstation or \$15,000.00 whichever amount represents a lesser dollar value.

## PART I - SECTION C

### SCOPE OF WORK

#### C.1 SCOPE

Acquire, deliver, and install workstations in compliance with the workstation specifications attached to this contract (Attachment J.1) to the FAA facility identified in Delivery Orders during the contract period of performance.

#### C.2 APPLICABLE DOCUMENTS

##### C.2.1 FAA Standards

HF-STD-0001	Human Factors Design Standard, 2003
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##### C.2.2 FAA Reports

DOT/FAA/TC-09/02	Workstation and Workplace Ergonomics at Federal Aviation Administration Operations Control Centers: Phase 1- Evaluation of ergonomic issues
N/A	HFDS 2003: Chapter 14 Anthropometry and biomechanics
N/A	HFDS 2003: Appendix B - Anthropometric Data of Federal Aviation Administration Technical Operations Personnel

##### C.2.3 Specifications

Attachment J.1	Operational Facility Workstation Specifications
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##### C.2.4 National Fire Protection Association (NFPA)

ANSI/NFPA 70-2009	National Electrical Code (NEC)
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##### C.2.5 Underwriters Laboratories, Inc. (UL)

The FAA recognizes that multiple UL standards apply to the workstation and its individual components. The below list is not intended to be inclusive of all applicable UL standards.

UL 1286	Office Furnishings
UL 962A	Furniture Power Distribution Units

##### C.2.6 American National Standards Institute

ANSI/HFES 100-2007	American National Standards Institute approved ANSI/HFES 100-2007, Human Factors Engineering of Computer Workstations
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### C.2.7 International Organization for Standardization (ISO)

ISO 9000	International quality standard that defines a company's Quality Management System
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### C.2.8 Department Of Defense Standards

DOD-HDBK-743A	Anthropometry of U.S. Military Personnel
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### C.2.9 Building Standards

2000 IBC	International Building Code (as applicable to local seismic bracing requirements)
1997 UBC	Uniform Building Code (as applicable to local seismic bracing requirements)
TI 809-04	Seismic Design for Building (as applicable to local seismic bracing requirements)

## C.3 REQUIREMENTS

Unless otherwise requested on a Delivery Order, vendor responsibilities include: disassemble all present workstations, remove present workstations from premises, properly dispose of workstations, and install new workstations.

### C.3.1 DELIVERY SCHEDULE

Installation of workstations must be completed 10 – 14 weeks After Receipt of Order (ARO). Equipment delivery dates for the systems will be coordinated between the local points of contact and the Contractor. If requested, the delivery and installation must occur during non-peak hours of operations because each of these facilities is an FAA operational environment. Under no circumstances will the local point of contact be authorized to change the terms of this agreement in any capacity. Delivery Orders and modifications of such, issued under this contract and signed by the Contracting Officer shall be the only authorized means of ordering or modifying already ordered services from the vendor.

### C.3.2 WORKSTATION SPECIFIC REQUIREMENTS

All workstations must meet the minimum requirements found in the Specifications identified in Attachment J.1.

### C.3.3 REQUIREMENTS BY CONTRACT LINE ITEM NUMBER (CLIN)

(a) CLIN 0001 shall be for the provision of workstations only, inclusive of all facility layout and design engineering work necessary to meet the requirements of each Delivery Order issued under this contract. Prices attributed to this CLIN 0001 shall not include any other services or fees such as those attributed to installation.

(b) CLIN 0002 shall be for freight, delivery, installation, seismic bracing and any additional costs unique to each delivery. Prices shall be quoted and agreed upon in the individual Delivery Order and authorized under this CLIN 0002 at the time the FAA requests services. CLIN 0002 services will be quoted at cost (contractor not authorized to include a mark up). Prices under this CLIN 0002 shall not be proposed and evaluated during the proposal process.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**D.1 PRESERVATION, PACKAGING, AND PACKING**

Preservation, packing and packaging for all items delivered hereunder shall be in accordance with the best commercial practices to ensure arrival at the specified destination(s) in an undamaged condition.

## PART I - SECTION E

### INSPECTION AND ACCEPTANCE

#### **E.1 Clause 3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)**

(a) Definition. 'Supplies,' as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either:

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract involves government quality assurance at source, the contractor shall provide adequate advance notification as to when supplies are scheduled for inspection and test, and when the supplies will be ready for government inspection. Unless otherwise stated in the contract, this shall normally be at least 2 days if a Government representative is in residence in the Contractor's plant, or 7 days otherwise.

(j) The Government shall accept or reject supplies as promptly as practicable when presented for inspection and test, or after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:

(1) at no increase in contract price, (or target price, total final price, initial contract price, or the redetermined price of the contract) to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price (or any target price, total final price, the initial price, or redetermined price of the contract) if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract price as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned by the Government thereby, to equitably reduce any target price or, if established, the total final price, or to equitably reduce the initial contract price, or, if established, the redetermined price of the contract.

(End of clause)

#### **3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (April 1996)**

The following provisions are a part of this contract.

(a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract

requirements, including the contractor's Quality System Plan (QSP) (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

(b) Prior to shipment thereof, the Contractor shall submit to the QRO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QRO to be nonconforming shall be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, shall be submitted to the QRO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government shall occur at destination.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QRO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.

(d) The Contractor shall provide appropriate office space for the QRO and his/her staff for the performance of Government evaluations and administrative functions. The office area shall be secure to accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, typewriters and chairs, all in good repair, and other miscellaneous office equipment, as required, shall be supplied by the Contractor. The Contractor shall provide secretarial help, as required by the QRO, for typing documents related to the contract. A telephone shall be provided to each desk, with no less than one line per two QRO staff members. The cost of long distance calls placed by the QRO staff will be borne by the Government. The contractor shall provide parking space to the extent available. In the event a change in location of the QRO staff is required, Contractor/QRO coordination will take place in order to facilitate Government planning and implementation of a smooth transition.

(e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor shall notify the designated resident QRO in writing within 2 workdays (7 workdays if there is not a resident FAA QRO) of the time:

- (1) when contractor inspection or tests will be performed in accordance with the conditions of the contract and
- (2) when the supplies or services performed will be ready for government inspection.

(End of clause)

## **E.2 Clause 3.10.4-16 Responsibility for Supplies (April 1996)**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)



**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 Period of Performance**

This contract consists of a base period, plus two (2) one-year options, as stated below:

Base Period: 08 March 2010 through 07 March 2011

Option 1: 08 March 2011 through 07 March 2012

Option 2: 08 March 2012 through 07 March 2013

**F.2 Clause 3.10.1-9 Stop-Work Order (October 1996)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled, and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**F.2 Clause 3.11-35 F.O.B. Destination, Within Consignee's Premises (April 1999)**

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 POINTS OF CONTACT:**

**Contract Specialist (CS):**

William Weinig  
Contract Specialist, ATO-A  
Federal Aviation Administration  
950 L'Enfant Plaza South, S.W. Workstation 090  
Washington, DC, 20024  
(202)385-6667  
william.weinig@faa.gov

**Contracting Officer (CO):**

William Willenbring  
Contracting Officer, ATO-A  
Federal Aviation Administration  
950 L'Enfant Plaza South, S.W. Workstation 089  
Washington, DC, 20024  
(202)385-6664  
bill.willenbring@faa.gov

**Contracting Officer's Technical Representative (COTR):**

Charlie Tang  
Federal Aviation Administration  
800 Independence Ave. S.W.  
Washington, DC, 20591  
(202)267-5406  
charles.tang@faa.gov

**Quality Reliability Officer (QRO)**

TBD  
Federal Aviation Administration  
800 Independence Ave. S.W.  
Washington, DC, 20591

The Contractor must provide the CO with a point of contact to address potential contractual requirements issues, reporting and invoicing issues and problem resolution relating to the delivery of maintenance services.

**G.2 PROCEDURES FOR THE SUBMISSION OF INVOICES**

The Contractor must submit invoices in arrears no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth in FAA AMS Clause 3.3.1-17, Prompt Payment. The Contractor must invoice by contract line item number (CLIN).

The designated billing office is as follows:

**U.S. MAIL**

FAA Accounts Payable Branch, AMZ-110  
PO Box 25710  
Oklahoma City, OK 73125

**OVERNIGHT MAIL**

FAA Accounts Payable Branch, AMZ-110  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

The Contractor must place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

\_\_\_\_\_  
Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Date of Invoice”

The Contractor must deliver invoices in accordance with the following distribution:

- AMZ-110, FAA Accounting: One original and one copy to the above address.
- Contracting Officer: One original invoice marked “Contracting Officer’s Original Copy” and one copy to the following address:

William A. Willenbring  
Contracting Officer, ATO-A  
Federal Aviation Administration  
950 L’Enfant Plaza South, S.W. Workstation 089  
Washington, DC, 20024  
(202)385-6664

The Contracting Officer will authorize payments in the amounts determined to be allowable in accordance with FAA Acquisition Management System (AMS) Clause 3.3.2-1, Contract Cost Principles.

**G.3 Clause 3.10.1-22 Contracting Officer's Technical Representative (January 2008)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.  
(End of Clause)

## **PART I - SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 FAA FACILITY CONTRACTOR WORKING HOURS**

All work shall be performed during the work hours specified by the Contracting Officer on the individual delivery order provided to the Contractor. The normal work day is 8-hours; starting times are facility dependent; but usually between 0700 and 0900, Monday through Friday, excluding Federal holidays, unless otherwise specified in the delivery order. Work may need to be performed by the Contractor outside normal working hours and there shall be no change in price for such work. The contractor must refer to the Contracting Officer any requests from occupants of buildings included in the contractors work area to change the hours of work

#### **H.2 Clause 3.1.9-1 Electronic Commerce and Signature (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are: electronic mail.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are: all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

#### **H.3 FAA SUPPORT CONTRACTORS**

(a) The FAA uses support contractor employees to assist in technical reviews of Contractor performance and deliverable products throughout the life of the contract. These employees are granted access to proprietary information, in order to perform their duties. All FAA support contractor employees must sign Non-Disclosure Statements, Conflict of Interest and Procurement Integrity Certifications prior to being granted access to proprietary information. The following support contractors are anticipated to assist the FAA on this contract.

- 1. Northrup Grumman Corporation
- 2. BAE

(b) Employees of FAA support contractors may attend meetings between the Contractor and the FAA, observe and participate with FAA personnel in function and performance tests, and have access to the Contractor's facilities as related to any effort under this contract. Support contractors do not have authority to issue directions to the Contractor or change the contract.

(c) The Contractor agrees to cooperate with FAA support contractor personnel by engaging in technical discussions and permitting access to information and data relating to technical matters concerning this contract (including cost and schedule information) to the same degree such access is accorded to FAA personnel.

(d) When required in the performance of their assignments, support contractor personnel will also have access to deliverable data and software, subject to the same limitations and restrictions imposed on FAA personnel under this contract.

#### **H.4 SMALL BUSINESS AS PRIME CONTRACTOR**

Small business(es) that bid on this effort as the prime contractor must perform 51% of the effort. For the purpose of this clause only, the effort is defined as the total cost of components and subcomponents produced prior to delivery and installation of the final items.

## PART II - SECTION I CONTRACT CLAUSES

### I.1 Clause 3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest** (August 1997)
- 3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity** (September 2000)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity** (September 2000)
- 3.2.2.3-29 Integrity of Unit Prices** (July 2004)
- 3.2.2.3-33 Order of Precedence** (February 2009)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (February 2009)
- 3.2.2.7-8 Disclosure of Team Arrangements** (April 2008)
- 3.2.5-1 Officials Not to Benefit** (April 1996)
- 3.2.5-3 Gratuities or Gifts** (January 1999)
- 3.2.5-4 Contingent Fees** (October 1996)
- 3.2.5-5 Anti-Kickback Procedures** (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-1 Payments** (April 1996)
- 3.3.1-6 Discounts for Prompt Payment** (April 1996)
- 3.3.1-9 Interest** (January 2008)
- 3.3.1-15 Assignment of Claims** (April 1996)
- 3.3.1-17 Prompt Payment** (January 2008)
- 3.3.1-30 Progress Payments Not Included** (November 1997)
- 3.3.1-33 Central Contractor Registration** (January 2008)
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)
- 3.3.2-1 FAA Cost Principles** (October 1996)
- 3.4.1-10 Insurance - Work on a Government Installation** (July 1996)
- 3.4.1-12 Insurance** (July 1996)
- 3.4.2-5 Taxes - Foreign Fixed-Price Contracts** (April 1996)
- 3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract** (April 1996)
- 3.6.1-1 Notice of Total Small Business Set-Aside** (July 2006)
- 3.6.2-4 Walsh-Healey Public Contracts Act** (April 1996)
- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities** (April 2000)
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees** (April 2007)
- 3.6.2-39 Trafficking in Persons** (January 2008)
- 3.6.2-40 Nondisplacement of Qualified Workers** (April 2009)
- 3.6.3-11 Toxic Chemical Release Reporting** (April 2008)
- 3.6.3-16 Drug Free Workplace** (February 2009)
- 3.6.4-2 Buy American Act - Supplies** (July 1996)
- 3.6.4-5 Buy American - Steel and Manufactured Products** (July 1996)

- 3.6.4-8 Buy American Act - NAFTA Implementation Act - Balance of Payments Program** (July 1996)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (April 1996)
- 3.9.1-1 Contract Disputes** (November 2002)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-12 Changes - Fixed-Price** (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.5-1 Product Improvement/ Technology Enhancement** (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)

## **I.2 FAA AMS CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT**

### **3.1.7-6 Disclosure of Certain Employee Relationships** (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.



(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

#### **3.2.4-16 Ordering** (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract execution through three (3) calendar years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **3.2.4-17 Order Limitations** (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) workstation, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1,450,000;

(2) Any order for a combination of items in excess of 84 workstations; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **3.2.4-20 Indefinite Quantity (July 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after December 31, 2014.

(End of clause)

#### **3.2.4-32 Option for Increased Quantity (April 1996)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of the added items shall continue at the rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

#### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 0 months, 5 years.

(End of clause)

**3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond September 30, 2010. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
J.1	Workstation Specifications	12/18/09	6

## **PART IV - SECTION K**

### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

#### **K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD**

(a) The North American Industry Classification System (NAICS) code for this acquisition is 337211 and/or 337214.

(b) The small business size standard is 500 employees.

(c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

#### **K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION**

By signature on the face of this SIR, the offeror certifies that the signer is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract

#### **K.3 FAA AMS CLAUSE 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.2.3-3 Affiliated Offerors** (July 2004)

**3.2.5-2 Independent Price Determination** (October 1996)

**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (June 1999)

**3.6.2-5 Certification of Nonsegregated Facilities** (February 2009)

#### **K.4 FAA AMS CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT**

**3.2.2.3-2 Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of   120   calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period:            calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

### **3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_.  
(country)

(End of provision)

### **3.2.2.3-15 Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

### **3.2.2.3-23 Place of Performance** (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)



**3.2.2.3-70 Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(D)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

### **3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)**

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

- (a) Major group code 10 (except 1011, 1081, and 1094).
- (b) Major group code 12 (except 1241).
- (c) Major group code 20 through 39.
- (d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
- (e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

### **3.6.4-15 Buy American Act Certificate (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
_____	_____
_____	_____
_____	_____
[list as necessary]	

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

### **3.6.4-17 Buy American Act-NAFTA Implementation Act-Balance of Payments Certificate (July 1996)**

(a) The offeror certifies that each end product or service, except as listed below, is a domestic end product or service (as defined in the clause "Buy American Act-NAFTA Implementation Act-Balance of Payments Program") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
_____	_____
_____	_____
_____	_____
[list as necessary]	

(b) Under certain circumstances, offers of North American Free Trade Agreement (NAFTA) country end products (as defined in the clause "Buy American Act-North American Free Trade Agreement Act

Implementation Act-Balance of Payments") will be given the same preference as domestic end products. To obtain this preference, offerors must identify below those end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products

Excluded End Product	NAFTA Country of Origin
_____	_____
_____	_____
_____	_____
[list as necessary]	

(c) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

### **3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

[Check one]

☐ The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

☐ The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 GENERAL INFORMATION**

All representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the cover page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of the included representations and certifications, with the exception of the federal aviation administration Acquisition Management System (AMS) Business Declaration, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**L.1.1 Point of Contact**

The Contracting Officer (CO) is the sole point of contact for this acquisition. All questions or concerns must be addressed to the CO.

**L.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of the technical proposals and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors (Vendors) at any time during the SIR process. Communications with one Vendor do not necessitate communications with other Vendors since communications will be Vendor-specific. Information determined to have common application and not considered prejudicial to any Vendor will be communicated to all Vendors.

(d) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Vendors are to consider all terms and conditions contained in the formal SIR in preparation of their proposals as set forth herein.

**L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

(a) Each Vendor will submit information identified in the volumes as set forth in paragraph (b) below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

(b) The offeror must submit an original and 2 copies of the proposal volumes, and an electronic version in CD format for each Volume submitted. Note: Include the CD in the original of each volume. The offeror's proposal submission shall be organized as follows:

<b>VOL 1</b>	<b>OFFER AND OTHER DOCUMENTS</b>
Part A	Solicitation Cover Page (and amendments if applicable) - signed by authorized representative of company
Part B	Pricing Table-(Section B.2) completed
Part C	SIR Section K- filled in and signed
Part D	Business Declaration Form

<b>VOL 2</b>	<b>TECHNICAL PROPOSAL*</b>
Part A	Technical Performance
Part A.1	Structural Requirements
Part A.2	Human Factors and Safety Requirements
Part A.3	Functional Requirements
Part A.4	Quality, Warranty and Services
Part A.5	Ability to meet Delivery Schedule
Part A.6	Installation Support
Part B	Similar Experience and Past performance

\* No reference to costs/prices shall be made in Volume 2

#### **L.4 PROPOSAL PRESENTATION, FORMAT AND CONTENT**

(a) A binder cover sheet shall be affixed to each volume, which clearly identifies each volume number, volume title, copy number, the SIR identification, and Offeror's name.

(b) All information shall be provided in a three ring binder volume and shall be submitted on standard letter size 8½ x 11 inch paper printed single side. Foldout pages are not acceptable. Font and margin requirements do not apply to figures or tables, but must be easily readable. The proposal pages shall be numbered sequentially. Any items embedded within a document shall be objects only, not links. Font size shall be 12, in Times New Roman font with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch. The FAA may make black and white copies of offerors' proposals for evaluation purposes.

(c) Tab indexing shall be used to identify all sections in a volume. Each volume shall be organized such that an extensive search of Government required documents is not necessary to review the proposal. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

(d) All electronic file contents shall exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Electronic submissions shall be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files shall be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive"

(e) Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. Submittals must provide documentation to substantiate any statement of fact. General statements indicating that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer. Submissions that do not specifically address all specifications or requirements will not be evaluated. The information provided is assumed to be accurate and complete.

#### **L.5 VOLUME 1-OFFER AND OTHER DOCUMENTS**

Volume 1 consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, pricing information, other statements of the Offeror, and any other administrative information. Each Offeror shall provide within this volume a table of contents depicting what is contained in each of the volumes submitted in the Offeror's proposal, as well as a listing of all acronyms used and a glossary of terms.

**L.5.1 VOLUME 1, PART A-Solicitation Cover Page**

(a) The Offeror shall have an official who is legally authorized to bind the Offeror to a contract sign the cover page, block 16. If issued, all solicitation amendments must be signed and submitted here.

(b)The cover page, titled Solicitation, Offer, and Award, block 11-17 are contractor fill-ins and are self explanatory. In the block with its name and address, the Offeror should supply the Contractor Establishment Code applicable to that name and address. The number should be preceded by “CEC”. Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system. The CEC is a 9 digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dunn and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

(c)Complete Sections B as described below. In the case of a discrepancy between the unit price and extended price, the unit price will be considered to be the correct price.

**L.5.2 VOLUME 1, PART B-Price Evaluation Table**

In accordance with Section B.2 of this solicitation, the Offeror is required to add in the estimated unit cost for each line item, including profit or fee. The Offeror must submit unit prices for all CLINs shown in Section B.

**L.5.3 VOLUME 1, PART C-Sir Section K, Representation, Certifications and Other Statements of Offerors**

The Offeror shall complete Section K, Representations, Certifications, and Other Statements of Offerors and include Section K in the offer.

**L.5.4 VOLUME 1, PART D-Business Declaration Form**

Offeror is required to completely fill out and sign the FAA Business Declaration Form FAA Template No. 61 (rev. 10/08) and include this form in the offer.

**L.6 VOLUME 2-TECHNICAL PROPOSAL**

(a) Volume 2 shall be submitted WITHOUT any reference to pricing information.

(b)The technical proposal will be used to enable the Technical Evaluation Team to assess each Offeror's level of familiarity with an understanding of the work to be performed under the resultant contract. Technical proposals will be evaluated to obtain capability information and assess the effectiveness of the Offeror's response to the SIR.

(c) The offer must submit sufficient details so that the FAA can ascertain the offerors capabilities to fill the technical requirements of the Solicitation

**L6.1 VOLUME 2, PART A-Technical Performance**

Describe the manner by which the proposed products meet the requirements listed in Attachment J.1 Specifications as described below:

- (1) Structural Requirements
- (2) Human Factors and Safety Requirements
- (3) Functional Requirements
- (4) Quality, Warranty and Service
- (5) Ability to Meet Delivery Schedule
- (6) Installation Support



**L.6.2 VOLUME 2, PART B-Similar Experience and Past Performance**

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

- (a) Vendor's Relevant Past Performance and Experience History, Attachment L.1. No more than six (6) Attachment L.1s are to be submitted. Attachment L.1 is a two-page template which the offeror may expand. Total page count for all Attachment L.1 submittals, including vendor key personnel, and if applicable, any critical first tier subcontractors, teaming partners or joint venture partners, is twelve (12) pages.
- (b) The offeror may describe any awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (c) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information may be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the FAA with the information received used in the evaluation of the offeror's past performance.

**L.7 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS**

- (a) ADDRESS – Proposals must be sent to the following address:

ATTN: William Weinig, ATO-A  
Federal Aviation Administration  
Department of Transportation  
950 L'Enfant Plaza South SW, Suite 300, Workstation 090  
Washington, DC 20024  
Telephone: 202-385-6667

Alternate Delivery Telephone: 202-385-6665 (Robert Taylor)

- (b) TIME AND DATE – Proposals must be received by the FAA at the above location no later than 2:00 p.m. Eastern Time on Friday, January 22nd, 2010. Offerors must request receipts for proposals if one is desired. All Amendments issued, if any, must be signed and submitted with the Offerors proposal.

- (c) SIGNED ORIGINALS – Offerors must provide one signed original and all required copies.

- (d) PROPOSAL SUBMISSION – Offerors assume full responsibility of ensuring that proposals are received at the place and by the date and time specified above. Facsimile or E-Mail submittals of proposals will not be accepted.

**L.8 NUMBER OF AWARDS**

The FAA will award a single contract resulting from this SIR.

**L.9 EXPENSES RELATED TO OFFEROR SUBMISSIONS**

The FAA will not pay any costs incurred in the preparation or submission of any response to this solicitation or in making necessary studies for the preparation thereof, or to acquire, contract for any services including attendance of any solicitation conference.

**L.10 RESPONSIBLE PROSPECTIVE CONTRACTORS**

An Offeror must also be found responsible in accordance with FAA AMS Clause 3.2.2.2 prior to award of any contract. As a minimum, to be determined responsible, a prospective Offeror must:

- Have adequate financial resources to perform the contract and the ability to obtain resources;
- Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other business commitments;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory performance record; and
- Have the necessary organization, experience, accounting and operational controls.

**L.11 COMMUNICATIONS WITH OFFERORS**

(a) Communication with potential offerors may take place throughout the source selection process. Information disclosed as a result of oral or written communications with an offeror may be considered in the evaluation of the offeror's submittal(s).

(b) Communications with one offeror may not necessitate communications with other offerors. The FAA reserves the right to conduct Communications with all, some, or none of the offeror(s), as circumstances warrant.

**L.12 RELATIONSHIP BETWEEN SECTIONS L AND M**

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

**L.13 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each Vendor shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.14 FAA AMS CLAUSE 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**  
(December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

## **L.15 FAA AMS CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT**

### **3.2.2.3-5 Descriptive Literature** (July 2004)

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in you offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not ☐ [check applicable box] supplied a product to us (ATO-A) under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number \_\_\_\_\_

Date of earlier contract \_\_\_\_\_

Contract line item number of product supplied \_\_\_\_\_

Name and address of government activity  
to which you delivered the product \_\_\_\_\_

Date of final delivery of product \_\_\_\_\_

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

(End of provision)

### **3.2.2.3-20 Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means: none. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: not applicable.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

### **3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this Screening Information Request.

(End of provision)

### **3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **PART IV - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 FAA AMS CLAUSE 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.4-31 Evaluation of Options** (April 1996)
- 3.3.1-30 Progress Payments Not Included** (November 1997)
- 3.11-50 No Evaluation of Transportation Costs** (April 1999)

#### **M.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS**

- (a) This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS), as amended, October 2009.
- (b) Each proposal will be evaluated on the basis of its written submissions and cost/price information described in Section L. Separate technical and cost/price proposals are required as described in Section L.
- (c) All offers will be subjected to detailed technical evaluation by a team who will rate proposals in accordance with a pre-established evaluation plan.
- (d) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.5.1 in descending order of importance.
- (e) Cost/Price proposals will be reviewed for mathematical accuracy, reasonableness, and realism.
- (f) The cost/price evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to price/cost proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.
- (g) The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Technical considerations are significantly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(1) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR/RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

(2) Additional information may be requested from the Vendor whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost.

#### **M.3 EVALUATION OF OFFERS**

- (a) The Offeror must provide adequate and specific information in their proposal. A proposal may be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be unacceptable without further evaluation. For example: failure to sign Standard Form 33; missing any segments, volumes, or

certifications; submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrate that the Vendor understands the requirements of the SIR/RFO; and the proposed cost/prices are not considered reasonable and realistic.

(b) Alternate proposals will not be evaluated. In the event a proposal is rejected a notice will be sent to the Offeror stating the reason(s) that the proposals will not be given further consideration.

#### **M.4 SUMMARY OF OVERALL EVALUATION AND DOWN-SELECT PROCESS**

(a) Proposal Cost/Price and Technical factors are evaluated as set forth herein and subsequently ranked respectively. The Integrated Product Team (IPT) will consider tradeoffs between technical and cost/price factors keeping in mind that technical is significantly more important than price in determining the overall Best Value to the FAA.

(b) Technical Evaluation. Technical proposals will be reviewed in order to determine whether the minimum requirements identified in the Specifications (Attachment J.1) of the SIR/RFO have been met. Technical proposals that have been evaluated to meet the minimum requirements as identified in the Specifications will then be further evaluated and scored according to their ability to exceed the requirements identified in the Specifications and the evaluation Factors listed in Section M.5.1. Technical scores are then ranked in preparation for a Best Value determination. Technical proposals that have been evaluated to not meet the minimum requirements as identified in the Specifications will be eliminated from further consideration.

(c) Risk Assessment. The Government will assess the risk associated conducting business with each vendor. This risk assessment and associated report will be completed after the technical evaluation.

(d) Cost/Price Evaluation. A separate cost/price evaluation team will determine the total cost of doing business with each vendor. Unlike technical proposal submissions, cost/price proposals will not be scored. Results of this cost/price analyses is forwarded to the IPT for inclusion in the Best Value determination.

(e) Best Value Determination. Using the results from the Technical Evaluation Team, the Cost/Price evaluation team, and risk assessment, the offer that provides the greatest overall value to the FAA will be selected for award. A technical/price tradeoff may be considered, in which case the lowest total evaluated price offer may not provide the greatest overall value to the Government.

#### **M.5 TECHNICAL EVALUATION**

##### **M.5.1 Evaluation Factors**

(a) The evaluation factors listed below are intended to determine the vendor's capabilities to effectively and efficiently provide workstations to the FAA.

Factor 1 – The manner by which the proposed products meet the requirements listed in Attachment J.1 Specifications as described below:

- (a) Sub-Factor 1.1 – Structural Requirements
- (b) Sub-Factor 1.2 – Human Factors and Safety Requirements
- (c) Sub-Factor 1.3 – Functional Requirements
- (d) Sub-Factor 1.4 – Quality, Warranty and Service
- (e) Sub-Factor 1.5 – Ability to Meet Delivery Schedule
- (f) Sub-Factor 1.6 – Installation Support



Factor 2 – Offeror demonstrate successful similar experience and past performance through the submission of required information in accordance with Section L.

(b) The weight assignments for each of the technical evaluation factors are as follows:

Factor/Sub factor		Percentage
1. Technical Performance		90%
Sub-Factor 1.1 Structural Requirements*	35%	
Sub-Factor 1.2 Human Factors and Safety Requirements*	30%	
Sub-Factor 1.3 Functional Requirements*	20%	
Sub-Factor 1.4 Quality, Warranty and Service*	5%	
Sub-Factor 1.5 Ability to Meet Delivery Schedule*	5%	
Sub-Factor 1.6 Installation Support*	5%	
2. Similar Experience and Past Performance		10%
TOTAL		100%

\*NOTE: The sub-factor percent weightings under Factor 1 add up to 100% of Factor 1. Factor 1 then comprises 90% of the total evaluated factor weight.

### M.5.2 Evaluation Ratings

(a) Factors will be rated by the evaluation team on the rating scale shown below. Team ratings for each factor will be weighted to establish a score for the technical proposal.

- 4 = Excellent
- 3 = Good
- 2 = Satisfactory
- 1 = Marginal
- 0 = Unsatisfactory

(b) The numerical ratings relate to the following described assumptions:

#### Excellent (4.0)

All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner that far exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided in an excellent manner. Weaknesses are not evident to any meaningful degree.

#### Good (3.0)

All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner that exceeds an acceptable level. Initial submittals, along with additional material submitted, demonstrate that performance can be provided at a level above average requirements. Weaknesses, if evident, are insignificant.

Satisfactory (2.0)

All aspects of the evaluation factor are addressed in a competent and logical fashion. Performance capability is determined to be acceptable so that all requirements can be met. Any weaknesses will not seriously degrade performance and can be corrected with reasonable effort.

Marginal (1.0)

All significant aspects of the evaluation factor are addressed. Information provided demonstrates that only minimum requirements can be fully met. There is some concern that a satisfactory performance level can be achieved or sustained. Weaknesses or deficiencies are evident and may require considerable effort to correct.

Unsatisfactory (0.0)

Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Weaknesses or deficiencies are significant and will require major correction(s).

**M.5.2 Evaluation Definitions**

The following definitions are applicable:

- (a) **Ambiguity** - A descriptive statement(s), written or oral, capable of being understood in two or more possible ways, conflicting statements in various parts of the Offeror's proposal or presentation, or a descriptive statement(s), written or oral, which cannot be fully understood.
- (b) **Deficiency** - A descriptive statement or lack thereof that does not allow evaluators to determine if the requirements of the SIR are met.
- (c) **Clarification** - Normally used to eliminate minor irregularities or apparent clerical mistakes in the proposal or presentation. Correction of apparent clerical mistakes includes correction of statements within the offer; it does not include the providing of additional information not previously contained within the proposal.
- (d) **Strength** - An aspect of the technical proposal that has a positive effect to the Government. An example would be an especially thoughtful, innovative or unique solution or approach to an evaluation area; unique solution, approach, process to a technical or management problem or requirement that saves time, material and could potentially reduce cost.
- (e) **Weakness** - A flaw in the proposal that while meets the minimum requirements of the SIR increases the potential for unsuccessful contract performance or otherwise has a negative impact on the Government.
- (f) **Substantiated** - Competent, documented evidence that supports or otherwise verifies proposal claims, approaches, and contents.

**M.6 PRICE ANALYSIS**

- (a) A separate cost/price evaluation team will determine the cost of doing business with each vendor for the Base contract period and all option contract periods. Results of this cost/price analyses is forwarded to the IPT for inclusion in the Best Value determination.
- (b) It is anticipated that proposed prices received resulting from this SIR/RFO will be determined fair and reasonable based on adequate price competition. The FAA will conduct a price analysis to determine price reasonableness based on competition. If reasonableness of price cannot be determined through adequate price competition or by other method(s) of price analysis, the FAA will evaluate additional information as required to establish price reasonableness.
- (c) Proposals, whether initial or revised submissions, which are unreasonably low or high may be eliminated from further competition on the grounds of the vendor's failure to comprehend contract requirements.

(d) Proposals that reflect unbalanced prices may be eliminated from further consideration on the basis that such pricing may increase performance risk and could result in payment of unreasonably high prices.

#### **M.7 RISK ASSESSMENT**

(a) The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance, technical competence and understanding of the work requirements and reasonableness of offered prices to ensure satisfactory performance of any resultant contract.

(b) A risk assessment will be accomplished at the conclusion of the overall evaluation process (i.e., evaluation of Factors 1 through 5 as well as related pricing).

(c) The risk assessment may be conducted by the IPT and the TET Lead or by an alternate team designated by the IPT. In any event, no member of the TET, other than the TET Lead, may participate in the risk assessment.

(d) Categories to be used in assessing risk to the Government are:

- Little or no apparent risk
- Low risk
- Medium risk
- High risk
- Unacceptable risk

#### **M.8 BEST VALUE DETERMINATION**

(a) The offer(s) that provide the greatest overall value to the FAA will be selected for award. A technical/price tradeoff may be made. The lowest total evaluated price offer may not provide the greatest overall value to the Government. Best value will be based on the following:

- Technical Evaluation results and ranking of vendors.
- Cost/Price Evaluation.
- Risk Assessment.

(b) To arrive at a best value decision, the IPT and Source Selection Official (SSO) will integrate the source selection team's evaluation of the specific criteria described above. While the FAA source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process.

#### **M.9 NON-GOVERNMENT PERSONNEL PARTICIPATION**

Offerors are hereby notified that the FAA may have proposals or other written information provided in response to this acquisition, reviewed by personnel from various support contractors who may serve as advisors to FAA evaluation personnel during the evaluation phase of this acquisition. All non-Government personnel and their corporations have signed, or will sign before the evaluation process begins, non-disclosure and conflict of interest statements. The exclusive responsibility for source selection, however, will remain with the FAA. The FAA has plans to use support contractors to take part in the source selection process.